

AG Contract No. KR01 0749TRN  
ADOT ECS File No. JPA 01-61  
Project: H5941 01C  
Section: SR-260 @ Mud Springs Road (MP 252.8)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PAYSON

THIS AGREEMENT is entered into 30 AUGUST, 2001 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PAYSON, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and Town desire to participate in an intersection improvement on SR-260 at Mud Springs Road, to include a Westbound 12' right turn lane with 4' shoulders, at a currently estimated cost of \$70,000.00, hereinafter referred to as the Project. The parties agree the Town shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

=====

NO 24863  
Filed with the Secretary of State  
Date Filed: 08/30/01  
[Signature]  
Secretary of State  
BY VICKY D. GRACENWOLD

## II. SCOPE

### 1. The Town will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve State review comments.

a. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any Project construction contract modifications, and be responsible for its proportionate share of same, as well as any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

b. Be responsible for the cost of design, and for fifty percent of the cost of construction and construction engineering of the Project, in an amount currently estimated at \$35,000.00. After bid opening but prior to construction contract award, invoice the State for its share of the cost of the construction of the Project, in an amount currently estimated at \$35,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance outside the State right-of-way.

### 1. The State will:

a. Review the design documents and provide comments.

b. Be responsible for fifty percent of the cost of construction and construction engineering of the Project, in an amount currently estimated at \$35,000.00. Within 30 days after receipt and approval of an invoice, pay the Town for the State fifty percent share of the cost of the Project, in an amount currently estimated at \$35,000.00.

c. Upon completion and acceptance by the Town, provide maintenance to the Project inside the State right-of-way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and payment; provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, but subject to budget appropriations, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Payson  
Town Manager  
303 N. Beeline Highway  
Payson, AZ 85541


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

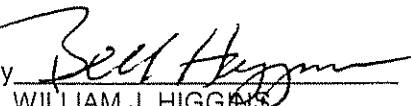
8. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

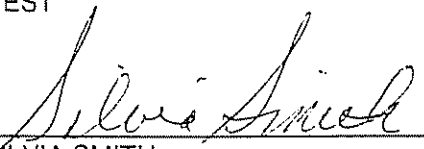
TOWN OF PAYSON

STATE OF ARIZONA  
Department of Transportation

By   
RAY SCHUM  
Mayor

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

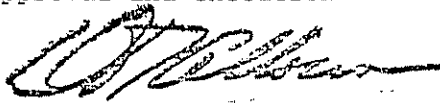
ATTEST

By   
SILVIA SMITH  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of June 2001, that I, the undersigned MARY E PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Payson for the purpose of constructing improvements to SR-160 @ Mud Springs Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



\_\_\_\_\_  
DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO. 1537

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATIVE TO THE STATE ROUTE 260 AND MUD SPRINGS ROAD INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, the State of Arizona, acting by and through the Department of Transportation, and the Town of Payson desire to participate in an intersection improvement project at State Route 260 and Mud Springs Road; and

WHEREAS, for such purpose, the parties have negotiated an Intergovernmental Agreement, identified as AG Contract No. KR01 0749TRN for Project H5941 01C,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

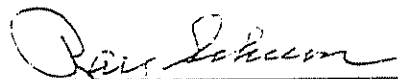
Section 1. That the Intergovernmental Agreement identified as AG Contract No. KR01 0749TRN for Project H5941 01C between the State of Arizona and the Town of Payson, attached hereto as Exhibit "A", be and is hereby approved in substantially the form attached.

Section 2. That Ray Schum, Mayor of the Town of Payson, be and is hereby authorized to execute said Intergovernmental Agreement set forth in Exhibit "A" in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as may be necessary or appropriate to carrying out the terms and intent of said Intergovernmental Agreement.

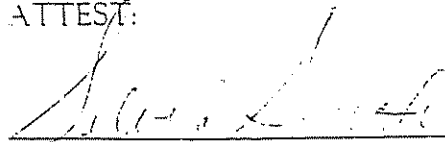
PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this 20<sup>th</sup> day of July, 2001, by the following vote:

AYES 6 NOES 0 ABSTENTIONS 0 ABSENT 1



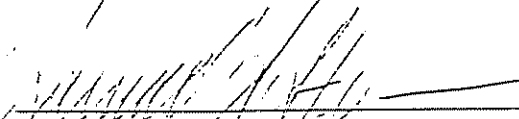
Ray Schum, Mayor

ATTEST:



Silvia Smith, Town Clerk

APPROVED AS TO FORM:



Samuel I. Streichman, Town Attorney

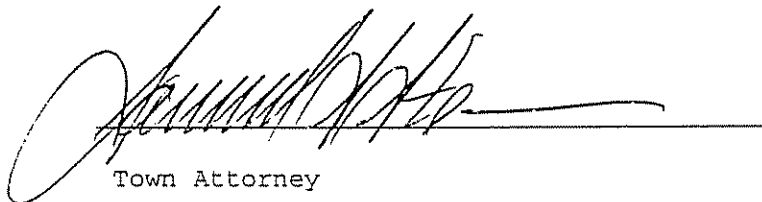
JUL 26 '01 Rem No 211

JPA 01-61

APPROVAL OF THE PAYSON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PAYSON and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 6<sup>th</sup> day of August, 2001.

  
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

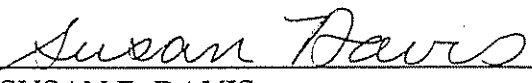
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR01-0749TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 22, 2001.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

699952